

STATE OF UTAH
STATEWIDE CONTRACT AR877

1. CONTRACTING PARTIES: This Statewide Contract is between the **Division of Purchasing and General Services**, an agency of the State of Utah, and the following CONTRACTOR:

Mountain States Networking (formerly Consonus Inc.)

Name

1226 East 6600 South, Suite 200

Address

Salt Lake City UT 84121

City State Zip

LEGAL STATUS OF CONTRACTOR

☐ Sole Proprietor

☐ Non-Profit Corporation

☒ For-Profit Corporation

☐ Partnership

☐ Government Agency

Federal Tax ID# 87-0669017 Contractor # 94828A Commodity Codes: 20464, 20621, 20623

Contractor Contact Person: Eric Luther Contractor Phone #: (801) 743-6270

Contractor Fax #: (801) 268-4601 Contractor email address: eluther@mstates.com

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this Contract is to provide:
Data Communications Equipment and Associated OEM Maintenance & Training.
3. CONTRACT PERIOD: Effective date May 28, 2002 Termination date May 31, 2004 unless terminated early or extended in accordance with the terms and conditions of this contract.
Renewal option: Renewable for one or two year terms up to four additional years.
4. PRICING AS PER ATTACHMENT A (Addendum 1)
PAYMENT TERMS: Net 30
DAYS REQUIRED FOR DELIVERY: 2 weeks
MINIMUM ORDER: \$1.00
FREIGHT TERMS: F.O.B. Destination, Freight Prepaid
5. ATTACHMENT A: Addendum 1
ATTACHMENT B: WSCA Standard Terms and Conditions
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, and regulations applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, RFP LW1907, and CONTRACTOR'S proposal response to RFP LW1907 dated 07-17-01.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Signature on file
Contractor's signature

Signature on file
Director, Division of Purchasing

Type or Print Name and Title

Date

Date

ATTACHMENT A ADDENDUM 1

This Addendum serves to clarify terms and conditions of the contract between the State of Utah, referred to as STATE, and Mountain States Networking (formerly Consonus Inc.), referred to as Contractor. The State of Utah is acting as the Lead State for the procurement process resulting in **WSCA Contracts for Data Communications Equipment, associated OEM Maintenance and Training.**

A. Manufacturer Product Line(s)

This contract authorizes the Contractor to provide the following manufacturer's Data Communications Equipment, Maintenance, and Training, as listed by category. No other equipment or maintenance will be covered under this contract, unless identified in an amendment to the contract. Products covered under this agreement are:

Routers: Cisco
Switches: Cisco
LAN/WAN Wireless: Cisco
CSU/DSU: Adtran

B. State of Utah/WSCA Contract Manager

Lois Wiesemann
State of Utah
Division of Purchasing and General Services
State Office Building, Capitol Hill
Room 3150
Salt Lake City, UT 84114-1061

email: loisw@utah.gov
Voice: (801) 538-3144
Fax: (801) 538-3882

C. Remittance Address

Mountain States Networking
1226 East 6600 South, Suite 200
Salt Lake City, UT 84121

D. Special Terms and Conditions

The parties agree to amend the terms and conditions as follows:

1. Order of Precedence
The order of precedence for the contract terms will be as follows:
 1. Addendum 1
 2. WSCA Terms and Conditions
 3. Contractor's Proposal Response to RFP LW1907

4. RFP LW1907

2. Included Documents

The documents listed in Number 1 are included in the contract. It is agreed that any reference to the “Entire Agreement” includes these documents.

3. Public Information

The contract, including the price lists and the Response to the RFP, will be considered public documents and will be subject to government records policies in each state. The Contractor gives the STATE express permission to make copies of the information specified to provide to other STATE government entities that may use the contract, and to the public, in accordance with general STATE policies, including copies of said information that may be identified as confidential, proprietary, or copyrighted.

4. Arbitration

The STATE will not accept mandatory, binding arbitration. If there are any references to binding arbitration in the Contractor’s Response to the RFP, they will be null and void. The parties may agree, on a case by case basis, to voluntary arbitration to resolve contract issues.

5. Contract Period

The contract period, including renewal options, is listed on the STATE OF UTAH - Statewide Contract cover page. Renewals will be agreed to upon written authorization from both parties. All references to automatic renewals will be null and void.

6. Governing Law

This procurement shall be governed and the resulting price agreement construed in accordance with the laws of the State of Utah. The construction and effect of any Participating Addendum or order against the price agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity’s State. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the price agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity’s State.

7. Revisions to the WSCA Standard Terms and Conditions

The WSCA Standard Terms and Conditions will be revised as follows:

A. There are no changes to the WSCA Standard Terms and Conditions.

Any additional changes listed by the Contractor in the Response to the RFP will be null and void.

8. Revisions to Contractor’s Response to the RFP

Note: Many of the changes below are listed in multiple locations throughout the response. The changes will apply to all instances of similar terms.

The Contractor’s Response to the RFP will be revised as follows:

A. On Page 49, Item 4.2.3, the Limited Warranty, x.2, will be replaced with the following:

x.2 Software. Cisco warrants that from the date of shipment by Cisco to Customer and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the Warranty Card accompanying the Product: (a) the media on which the Software is furnished will be free of defects in materials and workmanship, under normal use; and (b) the Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to the Customer who is the original licensee. Customer’s sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be, at Cisco or its service center’s option, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to Customer, if different than Cisco. In no event, does Cisco warrant that the Software is

error free or that Customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Cisco does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

9. State of Utah Only Requirement

Attachment C from the RFP will apply to the State of Utah only. This term is as follows:

E-PROCUREMENT: The State of Utah has awarded an e-procurement system contract that has a transaction fee of 1% per order with a ceiling of \$500 for any one order of products/services. There are expected cost savings to the Contractors with implementation of the system. The successful contractor must agree to terms as described in the following subparagraphs:

a. The Contractor must agree to integrate its catalog of products/services into the e-procurement system. Once implemented, the Contractor must pay the transaction fees for orders placed against the contract. In the event, the Contractor fails to make payments, the State may: (i) eliminate the Contractor from the system in accordance with an escalation and review process developed by the State and its e-procurement contractor and (ii) terminate the State contract and award the contract to the next acceptable bidder.

b. At the time that the Contractor will be required to offer products/services through the e-procurement system, the State will negotiate an equitable adjustment in unit prices to account for the expected supplier fees on orders placed on the system. The State will negotiate a single pricing structure for contract purchases and (i) prohibit discounting off-system purchases or otherwise offering discriminatory pricing or preferences for orders placed off-system; and (ii) require the Contractor to manually track and report the ordering volume of off-system purchases of supplies/services.

E. Contractor Requirements

1. Contractor Responsibility

Contractor is solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. The procuring agencies will issue purchase orders and make payments to only the named contractors.

2. Serving Subcontractors

If using servicing subcontractors for the performance of local marketing, maintenance and/or technical support services in accordance with the terms and conditions of the contract. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring agencies under the terms and conditions of the contract. The authorized procuring agency has the option of choosing whether to purchase the associated OEM maintenance and/or training to support the equipment purchased.

3. WSCA Administration Fee

The contractor must pay a WSCA administration fee of one tenth of one percent (.10%) in accordance with the terms and conditions of the contract. The WSCA administration fee is not negotiable.

4. Usage Reporting Requirement

Contractor must submit quarterly usage reports to the contract manager. Initiation and submission of the quarterly report is the responsibility of the contractor without prompting or notification by the contract manager. The due dates of each quarterly contract usage report are

April 15, July 15, October 15 and January 15. Quarterly usage reports must contain total dollar usage figures for each WSCA member-state (and non-member state), per product category, per manufacturer, respectively. Usage figures must be provided per maintenance option.

5. Change in Contractor Representatives

The State of Utah/WSCA reserves the right to require a change(s) in contractor representatives if the assigned representative(s) is not, in the opinion of the State of Utah's contract manager, meeting its needs adequately.

6. Website Development and Maintenance

Contractor must maintain said website and keep the information current and correct on a timely basis.

7. Rollout and Marketing

Contractor may conduct a marketing effort as described in Contractor's proposal.

8. Right to Publish

Contractor must secure prior approval from the contract manager for permission to release any information that pertains to the potential work or activities relating to this contract. Failure to adhere to this requirement may result in termination of the contract for cause.

9. Contractor's Scope of Equipment and Services

Contractor may only fill contract orders from the scope of equipment and services under contract. Any sale made under this contract by the Contractor of equipment, products or services not explicitly covered by the scope of equipment, products and related services described in Section E may result in contract termination for cause.

10. E-Rate Requirement

Contractor must participate in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the contractor.

11. Freight Terms of Sale F.O.B. Destination, Freight Prepaid

Contractor will ship all products F.O.B. destination, freight included in the product price. Contractor may not include freight charges on invoicing. Failure to comply with this requirement may result in contract termination for cause.

Whenever a procuring agency does not accept any product and returns it to the contractor, all related documentation furnished by the contractor shall be returned also. The contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring agency. Contractor is responsible for the pick-up of returned equipment.

12. Price Guarantee Period

Percentage discount depth from list is not subject to a "price increase request" that would result in a less attractive discount; discounts may only be adjusted by the contractor to reflect a deeper discount(s). The discount is applied to manufacturers current published list price schedule(s).

Maintenance and any training related costs are guaranteed for two years.

13. Product Revision Requests

Contractor must submit updated price list(s) upon publication, or any other product model changes, addition of new products, product upgrades or services in a timely manner.

Contractor agrees to delete obsolete and discontinued products from the contract price list(s) on a timely basis. Major product model changes will be incorporated into the contract as soon as possible after product introduction, to be offered at the same rate of discount for the appropriate price list and its discount.

14. Maintenance of Current Price List with Discount(s) Applied

Manufacturer's price list(s) must be tailored for WSCA with the WSCA contract discount(s) applied; this must be created and maintained by the contractor on an Internet website hosted by the contractor, at no additional charge(s) to the State of Utah or WSCA. This website will be listed as a link from the WSCA website.

F. Contract Scope of Equipment and Related Services

Any sale by the Contractor of equipment, products or services not explicitly covered by the scope of equipment, products and related services described below may result in contract termination for cause.

1. Discounts of Manufacturers Price List

a. Pricing Discounts:

Cisco Hardware:	38.1% Off of List Pricing	
Cisco Maintenance:	20.1% Off of List Pricing	
Installation:	List Pricing	
Mountain States Networking Inc. Installation:		\$150.00 / Hour
Including Travel		
	Minimum 2 Hours	

Adtran Hardware:	35% Off of List Pricing	
Adtran Maintenance:	0% Off of List Pricing	
Installation:	List Pricing	
Mountain States Networking Inc. Installation:		\$150.00 / Hour
Including Travel		
	Minimum 2 Hours	

Mountain States Networking Inc. Pricing reflects Cisco Price List June 13, 2001 and Adtran Price List July 1, 2001.

b. Discount Structures Based on Volume (per order or progressive cumulative volume)
None

c. WSCA Member-State Coverage

Mountain States Networking Inc. can provide the included products to each and every State outlined in the RFP. Our partnerships with Cisco Systems and Adtran give us the

ability to provide installation, procurement, support, and training to companies on a Global Scale. All order procurement will take place in Salt Lake City, UT where a dedicated team of eight sales persons, three already dedicated to State Government and University support will assist in network design and order fulfillment. Another key differentiation of Mountain States Networking Inc. is the team-selling concept. This assures seamless support by allowing each member of our sales team to not only support the State accounts, but also to be incentivized financially for their efforts.

2. CSU/DSU (Resolution of Customer Problems, Escalation Procedures, Maintenance Options, Warranty)

a. Resolution of Customer Problems

In the event of a misordered part, cancelled order, or defective product within 30 days of receiving the product:

1. Contact Mountain States Networking Inc. Sales Team Member
2. Within 24 Hours and RMA request will take place.
3. Within 5 days manufacturers RMA number will be submitted.
4. Mountain States Networking Inc. RMA# will be issued to customer and product must be returned within 15 days in original packaging.

In the event of defective product after 30 days the following escalation procedure will apply:

1. Contact Mountain States Networking Inc. Sales Team Member for Warranty and Contract Information
2. Mountain States Networking Inc. or the Customer directly can contact Cisco Systems at (800) 553-2447 and refer to either the product serial number or service contract information for technical assistance.
3. Depending on Contract level the part will be replaced as specified per the support contract arrangement.

b. Escalation Procedures

The following document details Cisco Systems Escalation Procedure:

<http://www.cisco.com/univercd/cc/td/doc/pcat/wwtacr.htm>

c. Maintenance Options for CSU/DSU

1. Option Plan 1 - Time & Materials

All work subject to Time and Materials charges should be contracted through ADTRAN. Mountain States Networking Inc. cannot prevent the use of their certified contractors. However, due to the expense incurred in the training of certified contractors, Mountain States Networking Inc. cannot endorse the use of their services outside of our ACES program, and therefore, cannot provide a list.

2. Option Plan 2 - Software and Minimal Maintenance

Software Updates, Support – Contractor will provide to the customer all new releases of manufacturer software updates for installation on all owned equipment. Contractor will also provide unlimited access to a Technical Support Hot Line for customer's trained technicians to obtain support for the resolution of complex problems and problem identification. Telephone response by the Contractor must occur within 2 hours of a service call being placed. Contractor will promptly resolve all reported software problems and provide prompt remedial action, if appropriate. Contractor will also provide for the routine distribution of manufacturer's technical or release notes in a variety of media.

This option is provided by ADTRAN to its customers at no charge with the following exceptions:

- While we do not guarantee a 2-hour response at no charge, our current average response for all products is less than 30 minutes
- Unlimited access is available between the hours of 7 a.m. to 7 p.m. Central Time
- We are available after hours for service-affecting emergencies only.

Failed Parts Replacement - Contractor will provide for the prompt replacement of failed parts or components of owned equipment, including (but not limited to) advance shipment of replacement parts from the Contractor's inventory to be received by the customer within 24 hours of a determination that a component has failed, and will pay for the cost of the return shipment of the failed parts. Replacement parts will be at the current manufacturing revision level, and the cost of reinstallation is to be borne by the customer. Expedited exchange and repair must also be available from the Contractor, if required by the customer, at reasonable "time and materials" and shipping costs.

ADTRAN provides this service at no charge with the following slight exceptions:

- We routinely ship units for next business day delivery (before 10:30 a.m. delivery) therefore, delivery of product is at least somewhat dependent on the time of buyer's call.
- Because there is no charge for this service, Contractor expects Buyer to pay for the cost of the return shipment of failed parts.
- Our only expedited exchange and repair is available under our ACES7X24X4 service offering, described in attached documentation.

3. Option Plan 3 - 8 to 5 Service and Maintenance

Please refer to the ADTRAN's ACESITE5X8XNBD service offering. It is requested that the arrival of a technician occur within 8 working hours which is basically a next business day arrival package. While Mountain States Networking Inc. does not guarantee the arrival time of their technician on the next business day, every effort will be made to have the technician on-site during the morning hours. Mountain States Networking Inc. offers a 30 minute response time. ADTRAN will provide toll-free calling and 8 a.m. to 5 p.m. access.

4. Option Plan 4 – 7 X 24 X 4 Service and Maintenance

Problem reporting will be available twenty-four (24) hours a day, seven (7) days a week. Telephone response by the Contractor will occur within 30 minutes of a service call being placed for "major" failures (system down), and Contractor staff must be at

the customer's site within 4 working hours. Responding technical staff are factory-certified and will provide full restoration of operations within twenty-four (24) hours of the reported failure or problem. Service will include all new releases of software and installation of manufacturer's software updates. Service will include access to Technical Support Hot Line for customer's "user-trained" staff to troubleshoot problems and identify component failures. Service will also include the replacement (at no additional charge to the customer) of any failed parts or components. Contractor's Hot Line must provide toll-free calling for the customer. Contractor will supply such "end-user" training as is needed for customer's staff to interact successfully with the Contractor's support staff on an ongoing basis. (Contractor should describe training program.) The contractor will provide the names, titles, addresses, and telephone numbers of the primary and backup contacts for service problems.

5. Coterminal Maintenance

Our contracts require that service not be terminated within the term of the initial contract agreement. After the initial term has expired and is subsequently renewed, the customer may terminate their contract with 30 days notice. A credit will be due to the purchasing agency.

6. Maintenance by Customer Personnel

The TSU 120e, TDU 120e and TSU ESP do not contain any user-serviceable parts, and under normal circumstances no maintenance is required. Repairs are carried out at ADTRAN, and replacement units can be shipped in exchange for defective units still under warranty.

7. Maintenance of Proposed Equipment

ADTRAN has provided field Installation and Maintenance services for 5 years. ADTRAN has access to over 100 trained technicians. When necessary, we have access to another 3000 technicians that we can train on our products on an as-needed basis using computer-based training. These field technicians are supported by 43 Technical Support Engineers from corporate headquarters in Huntsville, AL. The average number of years experience in Huntsville is approximately 5 years. We currently support ADTRAN equipment in over 12,000 sites throughout the country.

8. Spare Parts

We do not recommend the purchase of spare parts. Replacement parts are included as part of the Maintenance options as described in Section 4.1.3.9 of this response. For the purposes of meeting 4 hour replacement time frames in options 3 and 4, we will use depots. We have access to over 120 depots across the country. The depot used will depend on our ability to meet our contracted arrival times.

9. Replacement Parts

The contractor will guarantee that standard replacement parts will be available for a minimum of seven (7) years from the date of shipment of the original equipment. Contractor will repair or replace parts within a reasonable time period from receipt of an order.

The contractor must state its standard policy for providing replacement parts during the warranty period as well as after the warranty period. The contractor is to include repair and return policy, procedures and pricing structures for same. Please refer to the Enterprise Equipment warranty.

The contractor agrees to provide the Buyer with a published per unit discount price for the duration of the contract period on all repair parts or accessory items ordered direct from the contractor's factory.

10. Warranty

The contractor guarantees that all Cisco equipment delivered pursuant to these specifications will be new and un-used, will conform to said specifications, and will be free from mechanical, electrical or other defects for a minimum of ninety (90) days for hardware and ninety (90) days for software products from the date of installation.

If because of workmanship or design defects the equipment supplied requires modifications, repair or replacement, the contractor must promptly perform the necessary work to insure the equipment is in satisfactory operating condition at no cost to the buyer. These products are covered under ADTRAN's standard five (5) year warranty.

Both the contractor and buyer agree that the buyer has the right to perform any routine maintenance and/or repairs required within the warranty period without jeopardizing the contractor's warranty or guarantee.

The contractor agrees to replace or repair any defective parts during the warranty period. The buyer may agree to replace these parts or choose to have repairs and modifications done by the contractor or their local service representatives.

ADTRAN contracts with skilled technicians nationwide in order to provide on-site maintenance service.

11. Other Value Added Services

Mountain States Networking Inc. can provide either directly or through it's partnerships with Cisco Systems and Adtran Inc. installation, training, and site surveys in each of the WISCA States listed in the RFP.

A complete list of training courses and certifications can be found at the following URLs

<http://www.cisco.com/warp/public/10/wwtraining/>
<http://adtrn-www.adtran.com/products/enterprise/product-training/main.html>

A list of installation services in addition to Mountain States Networking Inc. Network Operations Center Support and On-Site support can be found at the following URLs:

http://www.cisco.com/warp/public/cc/serv/mkt/sup/ent/tis/tisen_ds.htm
<http://www.adtran.com/support/aces/installation/services.html>

The following is a list of those sites:

Mountain States Networking Inc. Offices

Corporate	Sales Office	South Data Center
488 E. 6400 So.	1226 E 6600 So. Suite 200	7202 S. Campus View Dr.
Suite 100	Suite 200	W. Jordan, UT 84084
SLC, UT 84107	SLC, UT 84121	282-3651
888-452-8000		888-311-2600

Chris Fuller
California Representation
858-274-8305 office
858-232-5897 cell
408-904-5756 fax
8582325897@mobile.att.net (to e-mail short text messages to my cell phone)

Todd Eliason
Director of Business Development - MCSE, CCNA, ASE
503-806-0123
teliason@consonus.com

Brian Boam
888-CONSONUS
118 S 1000 West
Salt Lake City, UT, 84104
Ph# (801) 324-4323

Cisco Systems Offices in 15 State WSCA Region

ARIZONA	Office Type	Contact Numbers
2390 East Camelback Road Suite 120 Phoenix, AZ 85016	Commercial Federal Channels	Tel.: 602-912-1800 FAX: 602-912-1899
2806 N. Alvernon Way Suite B100 Tucson, AZ 85712	Commercial	Tel.: 520-881-6885 FAX: 520-881-7318

ARIZONA	Office Type	Contact Numbers
2390 East Camelback Road Suite 120 Phoenix, AZ 85016	Commercial Federal Channels	Tel.: 602-912-1800 FAX: 602-912-1899
2806 N. Alvernon Way Suite B100 Tucson, AZ 85712	Commercial	Tel.: 520-881-6885 FAX: 520-881-7318

CALIFORNIA	Office Type	Contact Numbers
2355 Gold Meadow Way Gold River, CA 95670	Commercial Channels	Tel.: 916-861-2000 FAX: 916-861-2099
4 Venture Street Suite 100 Irvine, CA 92718	SO. CALIF. OPS Service Provider WEST CHNLS OPS	Tel.: 949-789-5000 FAX: 949-789-5005
5150 Pacific Coast Highway Suite 700 Long Beach, CA 90804	Commercial Federal Channels	Tel.: 562-961-2000 FAX: 562-961-2099
11111 Santa Monica Blvd. 4th Floor Los Angeles, CA 90025	Commercial Federal Service Provider Channels	Tel.: 310-231-4900 FAX: 310-575-9554

465 Bernardo Avenue Mountain View, CA 94043	Commercial Federal Service Provider Channels	Tel: 650-404-3500 FAX: 650-404-3599
3636 Nobel Drive Suite 150 San Diego, CA 92122	Commercial Service Provider Channels	Tel.: 858-658-7800 FAX: 858-658-7899
201 3rd Street Suite 620 San Francisco, CA 94103	NO. CA OPS Federal Channels Service Provider	Tel.: 415-371-2300 FAX: 415-371-2399
170 W. Tasman Drive Building 10 San Jose, CA 95134	Corporate Headquarters	Tel.: 408-526-4000
2301 Camino Ramon Suite 200 San Ramon, CA 94583	Commercial Service Provider Channels	Tel.: 925-327-3400 FAX: 925-327-3499

COLORADO	Office Type	Contact Numbers
5575 Tech Center Dr Suite 202 Colorado Springs, CO 80919	Commercial Federal Service Provider Channels	Tel.: 719-522-4800 FAX: 719-522-4899
8000 South Chester Street Englewood, CO 80112		
9155 E. Nichols Avenue Suite 400 Englewood, CO 80112	Commercial Federal Service Provider U.S. CHANNELS AREA	Tel.: 720-875-2900 FAX: 720-875-2999

HAWAII	Office Type	Contact Numbers
4 Waterfront Plaza 500 Ala Moana Blvd. Suite 400 Honolulu, HI 96813	Commercial Federal	Tel.: 808-540-1700 FAX: 808-540-1799

IDAHO	Office Type	Contact Numbers
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404 South 8th Street Suite 310 Boise, ID 83702	Commercial	Tel.: 208-387-0222 FAX: 208-387-0234
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MINNESOTA	Office Type	Contact Numbers
International Plaza 7900 International Drive Suite 400 Bloomington, MN 55425	MIDWEST OPS	Tel.: 952 967-8300 FAX: 952-967-8311

MONTANA	Office Type	Contact Numbers
7 West 6th Ave Suite 4P Helena, MT 59601	Commercial	Tel.: 406-443-7907 FAX: 406-440-3668

NEVADA	Office Type	Contact Numbers
2255-A Renaissance Drive Las Vegas, NV 89119	Commercial	Tel.: 702-798-7989 FAX: 702-798-7950

NEW MEXICO	Office Type	Contact Numbers
2155 Louisiana Blvd. NE Suite 6300 Albuquerque, NM 87110-5409	Commercial Federal Channels	Tel.: 505-837-9810 FAX: 505-837-9831

OREGON	Office Type	Contact Numbers
161 High Street SE Suite 248 Salem, OR 97301	Commercial	Tel.: 503-566-8322 FAX: 503-566-8323
4550 S.W. Kruse Way Suite 365 Lake Oswego, OR 97035 Moving April 9th, 2001 to: 5300 S.W. Meadow Rd Suite 300	Commercial Service Provider Channels	Tel.: 503-699-4600 FAX: 503-699-4666 New Tel.: 503/598-7100 New Fax: 503/598-7199

SOUTH DAKOTA	Office Type	Contact Numbers
For the state of South Dakota, please contact Bloomington, MN	Minnesota	Tel.: 612-851-8300

UTAH	Office Type	Contact Numbers
746 E. 6600 South Suite 140 Salt Lake City, UT 84107	Commercial Channels	Tel.: 801-270-6700 FAX: 801-270-6799

WASHINGTON	Office Type	Contact Numbers
500 108th Avenue NE Suite 500 Bellevue, WA 98004	NORTHWEST OPS Federal AT&T Channels	Tel.: 425-468-0800 FAX: 425-468-0899
1330 North Washington Street Rock Point 3 Spokane, WA 99201-2446	Commercial	Tel.: 509-329-2300 FAX: 509-329-2399
626 Columbia Street N.W. Suite 1C Olympia, WA 98501	Commercial	Tel.: 360-352-3657 FAX: 360-357-6573

WYOMING	Office Type	Contact Numbers
For the state of Wyoming, please contact Englewood, CO (Cheyenne, WY opening soon)	Colorado	Tel.: 303-220-6100

b. Warranty (LAN/WAN, Routers, Switching Equipment)

The contractor guarantees that all Cisco equipment delivered pursuant to these specifications will be new and un-used, will conform to said specifications, and will be free from mechanical, electrical or other defects for a minimum of ninety (90) days from the date of installation. ADTRAN's products are covered under their standard five (5) year warranty.

Mountain States Networking Inc. will comply with all standard RMA Practices observed by Cisco Systems. Those follow:

LIMITED WARRANTY.

x.1 Hardware. Cisco warrants that from the date of shipment by Cisco to Customer, and continuing for a period of one year, the Hardware will be free from defects in material and workmanship, under normal use. This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be, at Cisco's or its service center's option, shipment of a replacement within the period and according to the replacement process described in the Warranty Card that ships with the Product, or a refund of the purchase price, if the Hardware is returned to Cisco or the party supplying it to Customer, if different than Cisco, freight and insurance prepaid, and does not include liability for consequential, incidental, special, or indirect damages. Cisco replacement parts, used in Hardware repair, may be new or equivalent to new. Cisco's obligations hereunder are conditioned upon the return of affected Products, in accordance with Cisco's then-current Return Material Authorization (RMA) procedures.

x.2 Software. Cisco warrants that from the date of shipment by Cisco to Customer and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the Warranty Card accompanying the Product: (a) the media on which the Software is furnished will be free of defects in materials and workmanship, under normal use; and (b) the Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to the Customer who is the original licensee. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be, at Cisco or its service center's option, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to Customer, if different than Cisco. In no event, does Cisco warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Cisco does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

x.3 Y2K. Cisco represents that Products which it has designated as "Year 2000 Compliant" (or Status Description "Green"), as set forth in the "Compliance Table," (including accompanying Notes), located in Cisco's "Year 2000 Compliance" web pages beginning at <http://www.cisco.com> (the "Year 2000 Pages"), are "Year 2000 Compliant," meaning that, as delivered to Customer:

- (i) The Products accurately process data and time calculations before and during the years 1999 and 2000;
- (ii) All manipulation of time-related data yields the desired results for valid date values within the application domain;
- (iii) Date elements in those Products use four digit storage and indicate century to eliminate the chance for errors;
- (iv) If a date element exists without a century indication, the correct century continues to be unambiguous and produces accurate results; and
- (v) Software accurately processes date and time data when used in conjunction with other Year 2000 compliant software products.

Should a Product that is so identified as "Year 2000 Compliant" not be Year 2000 Compliant, or should Cisco otherwise breach the foregoing representation, Cisco will, as Customer's sole and exclusive remedy, repair or replace the Product so that it becomes Year 2000 Compliant or, if Cisco is unable to repair or replace the Product to make it Year 2000 Compliant, Cisco will refund the purchase price of the Product paid to Cisco, provided that Customer returns the Product to Cisco, as originally delivered by Cisco (except for normal wear and tear) and pursuant to Cisco's then-current RMA policy. The foregoing representation and remedy shall only apply to Products returned prior to January 31, 2001, or to Products returned before the Products are no longer supported pursuant to Cisco's standard support policies, whichever event first occurs. Each Product ordered will be subject to Cisco's then-current "Year 2000 Pages" as of the date of delivery.

x.4 Restrictions. This warranty does not apply if the Product (a) has been altered, except by Cisco; (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco; (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (d) is sold or, in the case of Software, licensed, for beta, evaluation, testing or demonstration purposes for which Cisco does not receive a payment of purchase price or license fee.

x.5 DISCLAIMER OF WARRANTY. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF CONDITION OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose. The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped. Customer acknowledges that the Internet URL address and the web pages referred to above may be updated by Cisco from time to time; the version in effect at the date of delivery of the

If because of workmanship or design defects the equipment supplied requires modifications, repair or replacement, the contractor must promptly perform the necessary work to insure the equipment is in satisfactory operating condition at no cost to the buyer.

Both contractor and buyer agree that the buyer has the right to perform any routine maintenance and/or repairs required within the warranty period without jeopardizing the contractor's warranty or guarantee.

The contractor agrees to replace or repair any defective parts during the warranty period. The buyer may agree to replace these parts or choose to have repairs and modifications done by the contractor or their local service representatives.

Any offeror unable to provide local service must clarify how they intend to provide satisfactory service support comparable to a local service center.

Cisco will provide support for Hardware for a period of five (5) years from the date of its announced end-of-life. Cisco will provide support for Software (except for ICSG Software) for a period of thirty six (36) months from the date of first commercial shipment of that release, meaning that for that time period, errors in that release will be corrected either by means of a patch or correction to that release, or in a subsequent release.

For ICSG Software, Cisco will support the most current Major Release and the immediately preceding Major Release of ICSG Software, and all Minor Releases released subsequent thereto, meaning that errors in such releases will be corrected either by means of a patch or correction to such releases, or in a subsequent release.

All replacement units will be shipped from Cisco upon Mountain States Networking Inc.'s request. Products under the Cisco Standard Warranty will be returned to factory and either repaired or replaced with refurbished or new product depending on the timeframe.

The contractor agrees to provide the Buyer with a published per unit discount price for the duration of the contract period on all repair parts or accessory items ordered direct from the manufacturer's factory.

For Switching Equipment, Cisco Systems can provide up to next day delivery anywhere in the world Fed Ex delivers. The best place to receive service is from the manufacturer responsible for it's creation.

b. Training (LAN/WAN, Routers, and Switching Equipment)

The contractor will provide details on course material to be offered and whether equipment will be available for training at the Buyer's facility.

Training and hardware can be provided at the State facilities. All course material will be included in the cost of the class. For a complete list of providers and courses see:

<http://www.cisco.com/cgi-bin/front.x/wwtraining/CELC/index.cgi?action=IncSearchForm>

The contractor must offer technical training and provide cost information for a qualified instructor to provide this training. This cost information must cover two possible venues, either the Buyer's location or the contractor's location.

Training and hardware can be provided at the State facilities. All course material will be included in the cost of the class. For a complete list of providers and courses see:

<http://www.cisco.com/cgi-bin/front.x/wwtraining/CELC/index.cgi?action=IncSearchForm>. Pricing will be determined on location, class size, course, and training partner.

It is desirable that all maintenance solutions be coterminous with the use of the equipment. That is to say, if a purchasing entity replaces or discontinues the use of a piece of equipment covered under a maintenance agreement, the agreement can also be terminated and a credit is due to the purchasing agency.

c. Coterminous Maintenance (LAN/WAN, Routers, Switching Equipment)

Currently Mountain States Networking Inc. maintains all Cisco Smartnet contracts in a coterminous fashion for the State of Utah and the majority of Universities in the State as well. Issuing Smartnet Credits will be applicable if the out of service part is traded in and Smartnet is acquired on the new hardware.

d. Problem Escalation Procedure (LAN/WAN, Routers, Switching Equipment)

With Smartnet Coverage Cisco TAC can be contacted via the WEB at www.cisco.com/support or via telephone 800-553-2447 7X24X365. Also the customer should contact their appropriate sales person within Mountain States Networking Inc. at (801) 743-6200. At this point that sales person can either determine if our local engineering support can handle the issue (configuration) or if Cisco needs to be contacted.

e. Maintenance by Customer Personnel (LAN/WAN, Routers, Switching Equipment)

Routine configuration and troubleshooting of the hardware components can be done with minimal training. Intro classes are available at Cisco Systems Web Site www.cisco.com/training for further info. Cisco TAC can be contacted for configuration assistance as well as Mountain States Networking Inc. Engineering Staff.

f. Maintenance of Proposed Equipment (LAN/WAN, Routers, Switching Equipment)

Mountain States Networking Inc. is the largest and first Cisco reseller in the State of Utah. Mountain States Networking Inc. also has been providing Cisco Products since 1995 and have three factory Certified CCIE's on staff. In addition to Mountain States

Networking Inc., Cisco has engineers available for design and configuration assistance with coverage in every state in the Union.

g. Spare Parts Availability (LAN/WAN, Routers, Switching Equipment)

LAN/WAN: All replacement units will be shipped from Cisco upon Mountain States Networking Inc.'s request. Products under the Cisco Standard Warranty will be returned to factory and either repaired or replaced with refurbished or new product depending on the timeframe.

Router(s): Due to the pricing of Cisco routers, it is usually preferable to have a couple spare smaller routers (2610) The larger devices (7200s) should be put on a 4 hour response contract.

Switching: Spares should include at least one BR, one AP, and at least three wireless NIC Cards. These will be purchased and housed either at the State or housed at Mountain States Networking Inc. for revision updates.

h. Maintenance Options (LAN/WAN, Routers, Switching Equipment)

Refer to the Attached Price List

ATTACHMENT B
Standard Contract Terms and Conditions
Western States Contracting Alliance (WSCA)

1. PARTICIPANTS: Western States Contracting Alliance (“WSCA”) is a cooperative group contracting consortium for state government departments, institutions and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. Obligations under this contract are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting price agreement(s) will be permissive.

2. DEFINITIONS:

“Lead State” means the State conducting this cooperative solicitation and centrally administering any resulting price agreement.

“Offer” or “Bid” or “Proposal” refers to the offer submitted in response to a solicitation, whether denominated as an invitation for bid, request for proposal, or otherwise. “Bidder” or “Contractor” similarly refers to the person, company, or other entity submitting the bid or proposal that constitutes an offer capable of acceptance, regardless of the solicitation method used.

“Permissive price agreement” means that placement of orders through the price agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the price agreement without using statutory or regulatory procedures (e.g. invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the price agreement so long as applicable procurement statutes and rules are followed.

“Participating Addendum” means a bilateral agreement executed by the contractor and a Participating State that clarifies the operation of the price agreement for the State concerned, e.g. ordering procedures specific to a State, and may add other state-specific language or other requirements.

“Participating State” means a member of WSCA who has indicated its intent to participate as disclosed on the solicitation, or who subsequently signs a Participating Addendum where contemplated by the solicitation.

“Purchasing Entity” means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and Participants authorized to purchase the goods and/or services described in this solicitation.

3. QUANTITY ESTIMATES: Estimated quantities are informational and not to be construed as a warranty of accuracy of historical or anticipated volumes or a guarantee to purchase any amount.

4. SPECIFICATIONS: Any deviation from specifications must be clearly indicated by contractor, otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the solicitation says "no substitute." Offers will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

5. ACCEPTANCE OR REJECTION OF BIDS AND PROPOSALS: The Lead State reserves the right to accept or reject any or all bids or proposals, or parts of bids or proposals, and to waive informalities therein.

6. SAMPLES: Generally, when required, samples will be specifically requested in the solicitation. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated during testing, samples will be returned at a contractor's request, transportation collect.

7. CASH DISCOUNT TERMS: Contractor may quote a cash discount based upon early payment; however discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

8. TAXES: Offered prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

9. MODIFICATION OR WITHDRAWAL OF BIDS AND PROPOSALS: Bids and proposals may be modified or withdrawn prior to the time set for receipt of bids or proposals. After the time set for receipt of bids or proposals, no proposal may be modified or withdrawn.

10. PATENTS, COPYRIGHTS, ETC: The Contractor shall release, defend, indemnify, and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in performance of this contract.

11. AWARD: Multiple contracts may be awarded as a result of this solicitation. Awards in requests for proposals (competitive sealed proposals) shall be made to the responsible contractor(s) whose proposals are determined to be the most advantageous to the Participating States, taking into consideration price and the other evaluation factors set forth in the solicitation. Unless otherwise stated in the solicitation, an award in an solicitation denominated as an invitation to bid will be made to the lowest responsive and responsible bidder(s) meeting specifications and all bid terms and conditions. The Participating States reserve the right to award items separately or by grouping items, or by total lot.

12. NON-COLLUSION: By signing the proposal the contractor certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor of materials, supplies, equipment or services described in the solicitation, designed to limit independent bidding or competition.

13. TERMINATION: Unless otherwise stated in the solicitation, any contract entered into as a result of this solicitation may be terminated by either party upon 60-days notice, in writing, prior to the effective date of the termination. Further, any Participating State may terminate its participation upon 30-days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Any termination under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order.”

14. DEFAULT AND REMEDIES:

A. Any of the following shall constitute cause to declare the contract or any order under this contract in default:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this contract.

B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire agreement), a Participating State (in the case of a breach of the Participating Addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.

C. If the default remains after the opportunity for cure, the non-defaulting party may:

- (1) Exercise any remedy provided by law or equity;
- (2) Terminate the contract or any portion thereof, including any orders issued against the contract;
- (3) Impose liquidated damages, as specified in the solicitation or contract;
- (4) In the case of default by the contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend contractor from receiving future solicitations.

15. LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions in the solicitation, the special terms and conditions shall govern.

17. REPORTS: The contractor shall submit quarterly reports to the Lead State contract administrator, and upon request to any Participating State, showing the quantities and dollar volume of purchases by each Purchasing Entity.

18. HOLD HARMLESS: The contractor shall release, defend, indemnify and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from and against any damage, cost or liability, including reasonable attorneys fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, its employees or subcontractors or volunteers.

19. ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

20. GOVERNING LAW AND VENUE: This procurement shall be governed and the resulting price agreement construed in accordance with the laws of the Lead State. The construction and effect of any Participating Addendum or order against the price agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the price agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity's State.

21. DELIVERY: The prices offered shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

22. WARRANTY: As used herein "Purchasing entity" refers to any WSCA state agency or political subdivision. The CONTRACTOR agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the PURCHASING ENTITY under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The CONTRACTOR (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the PURCHASING ENTITY apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the CONTRACTOR warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the PURCHASING ENTITY has relied on the CONTRACTOR'S skill or judgment to consider when it advised the PURCHASING ENTITY about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the PURCHASING ENTITY has not been warned. Remedies available to the PURCHASING ENTITY include the following: the CONTRACTOR will repair or replace (at no charge to the purchasing entity) the product whose nonconformance is

discovered and made known to the CONTRACTOR in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the CONTRACTOR will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the PURCHASING ENTITY may otherwise have under this contract with respect to defects.

23. AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Contract Administrator of the Lead State.

24. ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the Contract Administrator of the Lead State.

25. NONDISCRIMINATION: The contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The contractor further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the contractor fails to comply with the provisions of these laws and regulations. The contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and contractors are bound by this provision.

26. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

27. INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Purchasing Entity at times and places determined by the Purchasing Entity. If the Purchasing Entity finds goods furnished to be incomplete or in compliance with proposal specifications, the Purchasing Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Purchasing Entity, the Purchasing Entity may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Purchasing Entity's rights including the rights and remedies under the Uniform Commercial Code.

28. PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Purchasing Entity's "Purchasing Card".

29. FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

30. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the Purchasing Entity agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

31. FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of receipt of bids or proposals. Prices must remain firm for the full term of the contract.

32. EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

33. PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the contractor in preparation of the bid or proposal.

34. CERTIFICATION REGARDING CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any Participating State to any officer or employee of WSCA or Participating States to secure favorable treatment with respect to being awarded this contract.

35. INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the Participating States to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

36. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

37. E-RATE COMPLIANCE: Contractor agrees to participate in the Federal Communication Commission's E-rate discount program established pursuant to the Telecommunications Act of 1996, and in accordance with any State and local government E-rate related requirement(s) of the authorized procuring agency.

38. CERTIFICATION REGARDING DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by WSCA.

39. RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by

this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

40. AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

41. PRICES AS CEILING: Price agreement prices represent ceiling prices for the supplies and services priced in the price agreement. The contractor shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Purchasing Entity, and the awarded contractor agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders.

42. STATE PARTICIPATION/UNIQUE TERMS AND CONDITIONS: Apart from the Lead State conducting the solicitation, the States indicated on Attachment A have signified their intent to enter into a price agreement and, except where Attachment A or the solicitation requires execution of a Participating Addendum, are considered Participating States for purposes of this solicitation and the resulting contract. Attachment A of the Solicitation includes any significant State-specific provisions required by the laws, regulations, or procurement practices of the State(s).

Additional States may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum.

Revision Date: April 2001